

United States District Court
Southern District Of New York

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: <u>8/27/14</u>

-----x
Herman Kelley and Bessie Banks

14 CIV 2968 (PAE)

Plaintiffs,
-----x
against

08/27/14
Amended Complaint
Jury trial requested

The Universal Music Group,
The Island Def Jam Music Group,
Island Def Jam Records,
Desert Storm Records, Kila Records
and John David Jackson p/k/a Fabolous

Defendants,

-----x

Plaintiff Herman Kelley is doing business at
P.O. Box 08855-1175
Piscataway, New Jersey

Plaintiff Bessie Banks is doing business at
185 St Marks Place Apt 9D
Staten Island, N.Y. 10301

Defendant The Universal Music Group is doing business at
1755 Broadway New York, N.Y. 10019

Defendant The Island Def Jam Music Group/Island Def Jam
Records, is doing business at
1755 Broadway New York, N.Y. 10019

Defendants Desert Storm/Kila Records is doing business at
1755 Broadway New York, N.Y. 10019

Defendant John Davis Jackson p/k/a Fabolous
is doing business in c/o Island Def Jam Records
1755 Broadway New York, N.Y. 10019

Plaintiffs, for their complaint, allege the following: jurisdiction is based on

U.S.C 1331. and Titles 15 and 17 of the U.S. Code lanham act and Copyright Ad and on the ancillary and pendant jurisdiction of the court.

This action involves two songs titles. Song (1.) "Try To Leave Me If You Can" which was sampled and illegally used within and throughout song (2.) titled "For The Love". Defendant John Davis Jackson pka (Fabolous the rapper) is the recording artist involved in this action. Upon information and belief, The Universal Music Group is the parent company of " Island Def Jam Records or the Island Def Jam Music Group which to plaintiff knowledge umbrellas Desert Storm and Kila /Killa Records, the affiliated companies also involved in wrongfully using plaintiff song "Try To Leave Me If You Can" Note: (Exhibit a.) which shows Def Jam Records and its subsidiary labels Desert Storm an Killa Records as being affiliated record labels. This is again reflected in further exhibits within this complaint. It is also known that the national syndicated radio station "Hot 97" and other stations aired subject song "For The Love" heavily during the period 11-22-2012 until around the beginning of March of 2013.

First Cause Of Action: Copyright Infringement

1. In December of 2012 plaintiffs found out that their song "Try To Leave Me If You Can" (herein after referred to as ("Try To Leave Me") was illegally sampled and used within and throughout defendant John Davis Jackson's (hereafter referred to as Fabolous) song titled "For The Love".
2. Plaintiffs further found out that "For The Love" was included in the Fabolous Soul Tape (2.) Cd, (Exhibit B.) his Soul Collection Cd (Exhibit C.) and his video

performance of "For The Love." (Exhibits D. and d1). Based on plaintiff's research, the song "For The Love was probably commercially released on "The Island Def Jam Record" label or one of its subsidiary labels shortly before it was aired on the above mentioned radio stations, on November 22, 2012. The Soul Collection Cd was released on May 4th 2013.

3. Upon information and belief, defendant Fabolous is currently under exclusive contract with Island Def Jam Records Exhibit (E) and normally, the terms of an exclusive recording contract, would not allow "Fabolous" to record for anyone out side of " Island Def Jam Records" or one of it's affiliated subsidiary labels nor would any recorded label out side of "The Universal Music Group" have the liberty to release any product pertaining to Fabolous, without Universals permission.
4. Upon information and belief, none of the subject defendants attempted to get a mechanical license clearance from the writer's or the writer's publisher (The Clyde Otis Music Group/Iza Music Inc.) to use "Try To Leave Me" within the song "For The Love."
5. This legal procedure is clearly explained by Peter S. Shukat, the founder and partner of the New York based entertainment law firm Shukat Arrow Hafer Weber & Herbsman, L.L.P. who personally oversees the business affairs and estates of John Lennon, Bob Moly, Barry White, Miles Davis as well as many of todays contemporary celebrities. Peter Shukats YouTube presentation can be obtained by Googling, "Peter Shukat Sampling licenses".
6. Note: § Sampling is a form of copying someone else's music (sound recording and underlying composition)

§ You will be required to pay a fee and/or royalties and credit (mention) the original writers/copyright owner from which the sample is taken as a condition of any license.

§ Sampling will infringe copyright in the music and/or the sound recording, if a 'substantial part' of the original is used without permission. Sample considered 'substantial' by reference to quality rather than length.

Westbound Records and Bridgeport Music v No Limit Films (2004)

the case centered on the song 100 Miles and Runnin, which samples a three-note guitar riff from Get Off Your Ass and Jam by George Clinton and Funkadelic. The song was included in the 1998 movie I Got the Hook Up by No Limit Films In the two-second sample, the guitar pitch has been lowered, and the copied piece was "looped" and extended to 16 beats. The sample appears five times in the new song.

A US federal appeals court ruled that recording artists should licence every musical sample included in their work even minor, edited, unrecognizable snippets of music. The court posed the question "If you cannot pirate the whole sound recording, can you 'lift' or 'sample' something less than the whole?" The Court's answer to this was NO; and the court added "Get a license or do not sample - we do not see this as stifling creativity in any significant way."

7. As mentioned above, the song "For The Love" was (a) included in the CD title "Fabolous Soul Tape 2, (b) Was included in the Fabolous CD title "Soul Collection" and (c) included in a video featuring Fabolous performing "For The Love". (One can access this video on YouTube to view)
8. As a result of this wrongful act, plaintiff Herman Kelley and Bessie Banks as songwriters of "Try To Leave Me" have suffered from being denied Mechanical royalties, Performance royalties, Digital Download royalties, Ringtone royalties writer name credibility and multiple unspecified sources of income derived from the exploitation of their song "Try To Leave Me." Plaintiff Herman Kelley as co-

producer of "Try to Leave Me" has then to been deprived of Producer credits due to defendants not obtaining a license for the use of the master they sample from. These wrongful acts by the defendants have injured plaintiffs financially in the past and continues to date, to cause them monitorial lost, emotional anxiety and stress.

9. **Mechanical Royalties:** In general, Mechanical Royalties are those royalties derived from actual CD sells from street stores, download sells from various Internet sights like iTunes, Cd Universe, Best Buy, Amazon and other venues.
Performance Royalties: In general Performance Royalties are royalties derived from radio stations that play music, Internet websites, Restraints, Nightclubs, Airplanes, Television, Motion pictures and other sauces of performance outlets that obtain license from BMI or ASCAP to play music to the public.
10. Upon information provided by friends and music business associates. The national syndicated radio stations WBLS 107.5 and Power 105.1 played "For The Love" heavily during the period 11-22-2012 until around the beginning March 2013. The Video "For The Love" has also been playing on YouTube since around January 2013 to date. Since the song was not license or registered with B.M.I., the writers preforming rights agency, they were again deprived of world wide residuals that would have been payable to them from radio and YouTube/Google via their performing rights organization.
11. Upon information and believe. Defendants Island Def Jam Records, defendant Fabolous and all other Universal related entities, wrongfully and willfully failed to register "Try To Leave Me" as would normally be done, consequently; this

negligence caused by defendants has and still continues to depriving plaintiffs of worldwide mechanical and performance royalties along with writer recognition credits for their "Sampled" contribution used within subject song "For The Love".

12. Both Plaintiffs are writers of subject song, "Try To Leave Me." and are a party to the copyright registration as writers of "Try To Leave Me". This is validated by Exhibit (F), the copyright registration, Exhibit (G) a Xerox copy of the original physical 45rpm recording, Exhibit (L) an added exhibit, the "Popular Songwriter Renewal Contract" of "Try To Leave Me". Note: Schedule (A) which list all writers. Plaintiffs as writers of the music and lyrics also formatted the musical arrangement, structured the background arrangement, and performed the background parts with their co-writer Frank Green (whose whereabouts are unknown) during the recording production process of "Try To Leave Me" in 1974.

Second Cause Of Action: Violation Of Plaintiff Poetic License

13. Upon information and belief defendants are also in violation of Plaintiff Poetic License rights.

14. Apparently, defendants wrongfully and willfully acted as though they were the writers of plaintiffs' song by extracting a specific section of it (sample) from the original master and in doing so, made unauthorized alterations that speeded up the tempo, distorted and damaged the musical and vocal characteristics of plaintiffs' song.

15. Upon information and belief, it is only the plaintiff, his co-writers, or the writer's publisher that maintain exclusive right under the rule of poetic license to make creative changes in their copyrighted work. Allegedly contemporary artist like fabolous along with their Records labels take advantage of veteran writers and or their publisher, assuming they have decease or have withdrawn from the industry and wrongfully and willfully use their copyrighted work for there on financial gain. It is alleged by plaintiff that this was the Consciousness defendants acted upon in violating plaintiff common law poetic license rights.

Third Cause Of Action: Fraudulent Deceit and Conspiring To Swindle

16. According to contrary listings posted on multiple websites whereas some websites posted subject CDs' as a free download, other sites posted subject CDs were for sell. Note: the website listings for free downloads Exhibits (H. h (a) and h (b) and the websites that list subject products for sell Exhibit (I. i (a) and i (b). It is plaintiff belief that defendants strategy of having free downloads on certain websites and sells of CDs on certain other sites, was purposely done to imply that the Fabolous CDs and Video being use were solely for promotional use, however; based on plaintiff findings, it appears that it was an illusive an deceitful plot used to convience and keep plaintiff from Knowing that products involving his song were generating income. At any rate; none of the defendants, its subsidiary entities, administrative departments and or branches of the defendants, had the right to exploit plaintiff song in any way.

17. It is also plaintiff firm belief that Fabolous, in connection with his record label Island Def Jam Records and or their affiliated subsidiary entities, have acquired an account with Google, YouTube and all other websites that air the video titled "For The Love" and offer either sells or free downloads of all the above mentioned products that include plaintiff song "Try To Leave Me." Plaintiff further believe that it is common practice for websites to pay a fee to famous Rapp celebrities like fabolous because they attract business traffic to their websites of which the websites capitalize on from clients who advertise their goods and or services from these sites.

18. For instance; the website "Free Music Tapes @ DatPiff.com" posted on 11 /22/ 2012 that the Fabolous Soul Tape 2. CD Was viewed 1,856,701 times and was downloaded 791,897 times from their website which means that the artist fabolous attracted 1,856,701 viewers to that site and those 1,856,701 viewers were exposed to advertisements listed on the site, on the other hand, plaintiff have been swindled and deprived of any income generated from the exploitation of his song altogether. Note (Exhibit (J) confirming the amount of views and downloads made.

Fourth Cause Of Action: Mental Anguish

19. As a result of the wrongs inflected upon plaintiff Herman Kelley he has from January of 2013 to date suffered from feelings of distress, anxiety and depression, which interferes with his creative ability, hinders his inspiration to write and consequently stagnates his income. These harmful inflictions such as (a) deprivation

of writer credits and name recognition (b) deprivation of the opportunity to expand his repartition as a writer and (c) deprivation of not receiving monitorial compensation for his contribution to the song "For The Love."

20. These losses are detrimental to both plaintiffs in that they needs every penny earned from their royalties to supplement their fragile annual retirement income.

21. A legal example is the case of the shop, which failed to deliver the bridal gown in time for the wedding-mental anguish flows naturally (along with the bride's tears) from such a breach.

22. To no avail, plaintiff's publisher (The Clyde Otis Music Group/Iza Music Inc.) after being informed of this infringement, informed plaintiff that they had found out who defendant fabolous's attorney was and had sent him several emails addressing this matter in order to prevent litigation, however; to date, his attorney has failed to respond and appear to be ignoring our efforts to resolve this issue out side of court. I have personally attempted to contact someone in business affairs at The Island Def Jam Music Group by phone and by physically going to their location at 1755 Broadway New York, N.Y. 10019 but was unsuccessful in my request to speak with anyone in business affairs whom I could address my concerns with, and was disrespectfully turned away at the security desk. Exhibits (K and k (a) are the emails sent to Fabolous's attorney by the "Clyde Otis Music Group/Iza Music Inc." (plaintiffs' publisher)

Additional Exhibits, Exhibit (L)

Exhibit (L) as previously mentioned is the Popular Songwriter Renewal Contract between Eden Music Publishing Company/Iza Music Inc. (Presently: The Clyde

Otis Music Group) and the Writer/Plaintiffs Herman Kelley and Bessie Banks. This exhibit also validates that Plaintiff Herman Kelley and Bessie Banks are indeed the writers of "Try To Leave Me" and have suffered from the wrongful act of alleged copyright infringement involving subject Defendants.

Exhibit (M) is a letter of support from "The Clyde Otis Music Group/ Iza Music Inc. our publisher and shared interest partner reflecting that they have no objection to Bessie Banks and I as writers independently taking this action, and are willing to help us out in some ways.

Damages Seeking

1. Plaintiff Herman Kelley and Bessie Banks are seeking the maximum statutory amount of \$150,000.00 for ***Copyright infringement*** which they allege to be a wrongful and willful act that harmed their repartition and credibility acknowledgement as writers which was established as before mentioned by the Popular Songwriter Renewal Contract's Schedule (A) and the listing of the plaintiff's names as writers on the copyright registration and the original 45 Rpm record attached. This act also caused monitorial lost to plaintiffs as stated in paragraphs eight (8) and Nine (9) of this complaint.
2. Plaintiffs are seeking \$150,000.00 in damages for alleged violation of their exclusive ***Poetic license*** rights as stated in paragraph fourteen (14) and fifteen (15) of this complaint.

3. Plaintiffs are seeking \$150,000.00 in damages for alleged applied in fact *Fraudulent Deceit* and or *Conspiring To Swindle* as stated in paragraphs sixteen (16) through eighteen (18) of this complaint.
4. Plaintiffs are seeking \$ 150,000,00 in damages for the *Mental Anguish* harm caused to them as a result of all the enclosed infraction.
5. Plaintiffs are seeking any such other and further relief as may be just and proper.

I declare under penalty of perjury that the forgoing is true.

Herman Kelley
Bessie Banks
Plaintiff (pro-se) litigants

Date 08/27/14

**Plaintiff Herman Kelley 2014 Exhibits
(The Fabolous Litigation)**

1. Exhibit (a) A document showing Desert Storm and Kila Records as umbrella labels of Island Def Jam Records.
2. Exhibit (b) A document showing that "For The Love" was included in the Fabolous Soul Tape (2) CD
3. Exhibit (c) A document showing that "For The Love" was included in the Fabolous Soul Collection CD
4. Exhibit (d) A document showing that "For The Love" was included in the video titled "For The Love" which is presently being aired on YouTube.
5. Exhibit (e) A document from the Island Def Jam records website showing Fabolous, as an Island Def Jam recording artist.
6. Exhibit (f) a copy of the Copyright Registration listing plaintiff as writer
7. Exhibit (g) A copy of the original 45rpm recording of "Try To Leave Me" which the sample used in "For The Love" was taken from.
8. Exhibits (h)- h (a) and h (b) documents listing the "Soul Tape 2. CD As a free download.
9. Exhibits (I)- I (a) and I (b) documents listing the "Soul Tape 2. CD as being for sell.
10. Exhibit (j) A document confirming the amount of views and downloads were made.
11. Exhibit (k) and k (a) Two emails from Isidro validating that the "Clyde Otis Music Group attempted to resolve our concerns with Fabolous' attorney.
12. Exhibit (L) The 3 Pg. Popular Songwriter Renewal Contract

**13. Exhibit (M) The letter of support from "The Clyde Otis Music Group/Iza
Music Inc.**

Exhibit A

The IDJMG is one of four UMG umbrella labels in North America to market the works of primarily mainstream pop, rock, and urban performers—the other three being Interscope-Geffen-A&M, Capitol Music Group and Republic Records. In 2011, L.A. Reid stepped down as head of the company and was replaced by Weiss. On April 1, 2014, it was announced that Island Def Jam will no longer be running following the resigning of CEO Barry Weiss. In a press release released by Universal Music Group, the label will now be reorganizing Def Jam Recordings, Island Records and Motown Records all as separate entities.^[7]

Awards and accolades

According to the 2012 radio airplay analysis of music industry service Mediabase, IDJMG became the number-one Rhythmic label with seven number one songs played on Rhythmic radio stations from Rihanna, Kanye West, Jay-Z, Ne-Yo, and Justin Bieber.^[8]

Labels

* Def Jam Recordings

- Artium Recordings
- Desert Storm Records
- Disturbing Tha Peace
- GOOD Music
- Radio Killa Records
- Roc-A-Fella Records

Island Records

- Tuff Gong
- 4th & B'way Records

Mercury Records

- A&M Records UK^{[9][10]}

References

1. ^ "Ethiopia Habtemariam Named Senior Vice President of Motown Records | Billboard" (<http://www.billboard.biz/bbbiz/industry/record-labels/ethiopia-habtemariam-named-senior-vice-president-1005312132.story>). Billboard.biz. 2011-08-10. Retrieved 2014-03-22.
2. ^ [1] (<http://www.abc12.com/story/15244252/universal-music-group-umg-promotes-ethiopia-habtemariam-to-senior-vice-president-of-motown-records?clienttype=printable>)
3. ^ Sisario, Ben (2011-08-10). "A Young Music Executive Takes Over at Motown" (<http://mediadecoder.blogs.nytimes.com/2011/08/10/a-young-music-executive-takes-over-at-motown/>). The New York Times.

The S.O.U.L. Tape 2

From Wikipedia, the free encyclopedia

The S.O.U.L. Tape 2 is the seventh mixtape by American rapper Fabolous, it was released on November 22, 2012.^[1] The mixtape features guest appearances from Broadway, J. Cole, Pusha T, Troy Ave, Trey Songz, Cassie, Wale, Joe Budden and Teyana Taylor.^[2]

Contents

- 1 Background
- 2 Reception
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- 3 Track listing
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Background

The mixtape was announced on October 22, 2012.^[3] On November 7, 2012, the first song was released in promotion of the mixtape titled "For The Love".^[4] On December 12, 2012, the music video for "For The Love" was released.^[5] On December 30, 2012, the music video for "Life Is So Exciting" featuring Pusha T was released.^[6] On March 3, 2013, the music video was released for "B.I.T.E.". On April 22, 2013, the music video was released for "We Get High".^[8] On July 30, 2013, the music video was released for "Guess Who's Bizzack" featuring Broadway.^[9]

Reception

Critical response

Ron Johnson of AllHipHop gave the mixtape seven and a half stars out of ten, saying "Fab's favorite hook supplier, Lil Mo, is surely missed on songs like 'Life Is So Exciting'"

The S.O.U.L. Tape 2



Mixtape by Fabolous

Released November 22, 2012

Recorded 2012

Genre Hip hop

Label Desert Storm, Def Jam

Producer StreetRunner, Teddy Da Don, C-Sick, Mally The Martian, The Arsenals, Sarah J, John Scino, Cardiak, AraabMuzik, Sonaro, Just Blaze, J.Cole

Fabolous chronology

There Is No The S.O.U.L.

Competition 3: Tape 2

Death Comes (2012)

in 3's

(2011)

Professional ratings

Review scores

From The Ebay Website

Exhibit C

The Soul Collection by Fabolous CD, May 2013. < a Records | ebay

4/6/14 11:22 AM

Hi! or Daily Deals Sell Customer Support

My eBay

category

All Categories ▾

Tell us what you think

* The Soul Collection * by Fabolous (CD, May-2013, Kila Records)



2 available

Refine results:

Condition:

Brand New

Like New

Show only:

Expedited shipping

Returns accepted

Free shipping

Completed listings

Location:

US Only

North America

Worldwide

Brand New
1 from \$12.75

Like New
1 from \$15.00

[View all listings \(2\)](#)

All



Brand New

Buy it now

\$12.75

Buying options

Product description

Reviews & research

Accessories & related items

Add to wish list

Sell one like this

Set a price alert



Like New

Buy it now

\$15.00

Product description

Album Features

UPC:	803341389762
Artist:	Fabolous
Format:	CD
Release Year:	2013
Record Label:	Kila Records
Genre:	R&B, Rap

Track Listing

- * 1. For the Love
- 2. Transformation
- 3. Pain
- 4. Wolves in Sheep's Clothing - (featuring Paul Cain)
- 5. BITE
- 6. Really Tho
- 7. We Get High
- 8. That's Not Love

The Far The Love Video
Can be played from YouTube

Exhibit D

Fabolous - For The Love [video] (The Soul Tape 2)

Subscribe Subscribed Unsubscribe 3,632

Subscription preferences

Loading...

Loading...

Working...

157,990

705 25

Like

About Share Add to

Published on Dec 12, 2012

Fabolous - For The Love [video] (The Soul Tape 2)

For the love music video by Fabolous off the Soul Tape 2 Mixtape

Fabolous - For The Love video
Music video for fabolous For The Love

- Category

- License

Standard YouTube License

Can View from Th
Youtube Website

Exhibit E

New Video: Fabolous "B.I.T.E" | News | Fabolous | Artists | Def Jam | Island Def Jam

4/10/14 6:40 AM

Island Def Jam : Def Jam : Artists : Fabolous : News : New Video: Fabolous "B.I.T.E"

Find Artists:

- A.N
- E.L
- L.P
- S.K

Island Def Jam

 SEARCH

Search Terms:

- Home
- Artists
- Def Jam
- News
- On Tour
- VIP

This document shows that
The Artist Fabolous is a Island
Def Jam recording artist as it
relates to the video "For The Love"
which includes plaintiff song
"TRY TO LEAVE ME IF YOU CAN"

Fabolous

[Home](#) [Artist](#) [Def Jam](#) [News](#) [On Tour](#) [Ticketing](#) [Fan Club](#) [Press](#) [About](#) [Back to News](#)
[Official Website](#) [My Space](#) [Facebook](#) [Twitter](#) [PIC](#) [SMS](#) [Moze's Muzic](#)

March 3, 2013

New Video: Fabolous B.I.T.E

Check out Fabolous' brand new music video for his track, "B.I.T.E" off his latest mixtape, The S.O.U.L Tape 2.

[Click Here](#) to download Fabolous' "Ready" Ft. Chris Brown Available on iTunes now!

Views: 1438

 SHARE

COMMENTS (0)

Previous | Comments Page: 1 of 1 | Next

YOUR

Page 3

Certificate**Registration of a Claim to Copyright**

In a musical composition the author or which is a citizen or domiciliary of the United States of America or which was first published in the United States of America

This is to Certify that the statements set forth in this certificate have been made a part of the records of the Copyright Office. In witness whereof the seal of the Copyright Office is hereto affixed.

*Register of Copyrights
United States of America*

FORM E

REGISTRATION NO.

CLASS

E u 513738

DO NOT WRITE HERE

1. Copyright Claimant(s) and Address(es):

Name THE NEW YORK TIMES MUSIC CORPORATION & EDEN MUSIC CORP.

c/o THE NEW YORK TIMES MUSIC CORPORATION

Address 655 Madison Avenue, New York, N.Y. 10021

Name _____

Address _____

2. Title: TRY TO LEAVE IF YOU CAN

(Title of the musical composition)

3. Authors:Name KELLY, HERMAN

(Legal name followed by pseudonym if latter appears on the copies)

Citizenship: U.S.A. Other _____

(Check if U.S. citizen) (Name of country)

c/o The New York TimesDomiciled in U.S.A. Yes No _____ Address Music Corporation Author of words & music _____

(State which: words, music, arrangement, etc.)

Name BANKS, BESSIE

(Legal name followed by pseudonym if latter appears on the copies)

Citizenship: U.S.A. Other _____

(Check if U.S. citizen) (Name of country)

c/o The New York TimesDomiciled in U.S.A. Yes No _____ Address Music Corporation Author of words & music _____

(State which: words, music, arrangement, etc.)

Name GREEN, FRANK

(Legal name followed by pseudonym if latter appears on the copies)

Citizenship: U.S.A. Other _____

(Check if U.S. citizen) (Name of country)

c/o The New York TimesDomiciled in U.S.A. Yes No _____ Address Music Corporation Author of words & music _____

(State which: words, music, arrangement, etc.)

4. (a) Date of Publication:

(Month) (Day) (Year)

(b) Place of Publication:

(Name of country)

5. Previous Registrations or Publications:

Was work previously registered? Yes _____ No _____ Date of registration _____ Registration number _____

Was work previously published? Yes _____ No _____ Date of publication _____ Registration number _____

Is there any substantial NEW MATTER in this version? Yes _____ No _____ If your answer is "Yes," give a brief general statement of the nature of the NEW MATTER in this version.

EXAMINER	
lp	

Complete all applicable spaces on next page

Exhibit F1

6. Deposit account:

The New York Times Music Corporation

7. Send correspondence to:

Name Eileen Mohr

Address 655 Madison Avenue, N.Y., N.Y. 10021

8. Send certificate to:

(Type or
print
name and
address)

Name _____

THE NEW YORK TIMES MUSIC CORPORATION

655 Madison Avenue

(Number and street)

New York

(City)

N.Y.

(State)

10021

(ZIP code)

Information concerning copyright in musical compositions

When to Use Form E. Form E is appropriate for unpublished and published musical compositions by authors who are U.S. citizens or domiciliaries, and for musical compositions first published in the United States.

What Is a "Musical Composition"? The term "musical composition" includes compositions consisting of music alone, or of words and music combined. It also includes arrangements and other versions of earlier compositions, if new copyrightable work of authorship has been added.

Song Lyrics Alone. The term "musical composition" does not include song poems and other works consisting of words without music. Works of that type are not registrable for copyright in unpublished form.

Sound Recordings. Phonograph records, tape recordings, and other sound recordings are not regarded as "copies" of the musical compositions recorded on them, and are not acceptable for copyright registration of musical compositions. For purposes of deposit, the musical compositions should be written in some form of legible notation. If the composition contains words, they should be written above or beneath the notes to which they are sung.

Duration of Copyright. Statutory copyright begins on the date the work was first published, or, if the work was registered for copyright in unpublished form, copyright begins on the date of registration. In either case, copyright lasts for 28 years, and may be renewed for a second 28-year term.

Unpublished musical compositions

How to Register a Claim. To obtain copyright registration, mail to the Register of Copyrights, Library of Congress, Washington, D.C. 20559, one complete copy of the musical composition, an application Form E, properly completed and signed, and a fee of \$6. Manuscripts are not returned, so do not send your only copy.

Procedure to Follow if Work Is Later Published. If the work is later reproduced in copies and published, it is necessary to make a second registration, following the procedure outlined below. To maintain copyright protection, all copies of the published edition must contain a copyright notice in the required form and position.

Published musical compositions

all copies published in the United States contain the statutory copyright notice. This notice shall appear on the title page or first page of music and must consist of three elements:

1. **The word "Copyright," the abbreviation "Copr.," or the symbol ©.** Use of the symbol © may result in securing copyright in countries which are parties to the Universal Copyright Convention.

2. **The year date of publication.** This is ordinarily the date when copies were first placed on sale, sold, or publicly distributed. However, if the work has been registered for copyright in unpublished form, the notice should contain the year of registration; or, if there is new copyrightable matter in the published version, it should include both dates.

3. **The name of the copyright owner (or owners).** Example:
© John Doe 1973

NOTE: If copies are published without the required notice the right to secure copyright is lost and cannot be restored.

FOR COPYRIGHT OFFICE USE ONLY

Application received

One copy received

Two copies received

Fee received

Exhibit G

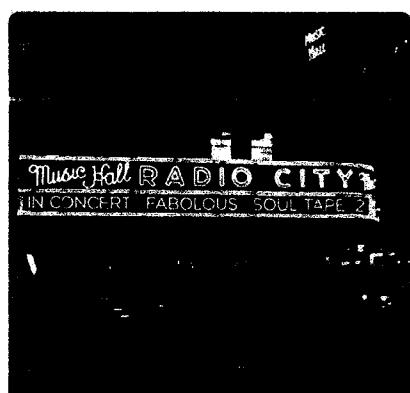


A Sponsored Free download

Exhibit H.

DOWNLOAD (http://protected.djbooth.net/mixtapes/fabolous-the-soul-tape-2.zip?Expires=1398128683&Signature=A2Uv0dZmd9ppw8-kJuBw-0h2zWGOYe45v0VtagkEwD1~gTj~krESnzCxUV5Fexiby7QAvFJfHdStkY0w0ew1gGrVvdhp6YK-eWZzpAwWvt.JaMFx6lwCzCFOTDVuObP3TQkulpbkpw8puvDnG-sL5uvUdcgyU3tD005e1THY_&Key-Pair-Id=APKAIAIRXBA2H7FXITA)

EMBED



(<http://www.djbooth.net/index/artists/info/fabolou>)

Rap veteran **Fabolous** returns to the DJBooth, once again on Thanksgiving day, with a follow-up to last year's *The S.O.U.L. Tape*. On the appropriately-titled new mixtape ***The S.O.U.L. Tape 2*** the Brooklyn native is joined by guests J. Cole (<http://www.djbooth.net/index/artists/info/j.-cole>), Joe Budden (<http://www.djbooth.net/index/artists/info/joe-budden>), Pusha T (<http://www.djbooth.net/index/artists/info/pusha-t>), **Teyana Taylor**, **Troy Ave**, Wale (<http://www.djbooth.net/index/artists/info/wale>) and more. Previously-featured tracks include the **StreetRunner**-produced "For The Love" (<http://www.djbooth.net/index/tracks/review/fabolous-for-the-love>)".

While discussing the new tape, Fab explained "[it's] different from some of the other music that I normally do or put out through my other releases. We kept the vibe and the music kind of soulful, sample-influenced. This one, I think I have a little bit more..."

Fabolous plans to release his sixth studio album, *Loso's Way 2: Rise to Power*, sometime in early 2013.

Fans can also check out Fabolous's previous albums: **Fabolous - Loso's Way** ([/index/albums/review/fabolous-losos-way-07290902](#)) | **Fabolous - From Nothin' to Somethin'** ([/index/albums/review/fabolous-from-nothin-to-somethin-0618071](#))

Stream The Soul Tape 2

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01. Transformation [JavaScript:void(0);]
02. For The Love [prod. Streetrunner] [JavaScript:void(0);]
03. BITE [prod. Teddy Da Don] [JavaScript:void(0);]
04. We Get High [prod. C Sick] [JavaScript:void(0);]
05. Diamonds [prod. Mally The Martian Hype] [JavaScript:void(0);]
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07. Louis Vuitton (ft. J. Cole) [JavaScript:void(0);]
08. Life Is So Exciting (ft. Pusha T) [prod. The Arsenals and Sarah J] [JavaScript:void(0);]
09. Only Life I Know (ft. Troy Ave) [prod. John Scino] [JavaScript:void(0);]
10. Diced Pineapples (ft. Trey Songz and Cassie) [prod. Cardiak] [JavaScript:void(0);]
11. Beauty (ft. Wale) [prod. AraabMuzik] [JavaScript:void(0);]
12. Want You Back (ft. Joe Budden and Teyana Taylor) [prod. Sonaro] [JavaScript:void(0);]

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Featured Songs From This Album

Fabolous - B.I.T.E.

(<http://www.youtube.com/watch?v=Opx7Uj04Eg0>)

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olous *The Final Tape 2*

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New mixtape from Fabolous the 2nd installment into his "Soul Tape" series. Features include J.Cole, Wale, Pusha T, Troy Ave, Trey Songz, Cassie, Broadway, Joe Budden, Broadway & Teyana Taylor. Happy Thanksgiving!

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This mixtape is an official release from Fabolous

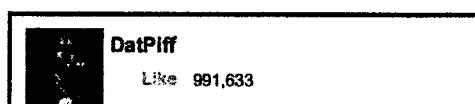
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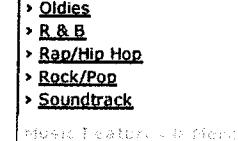
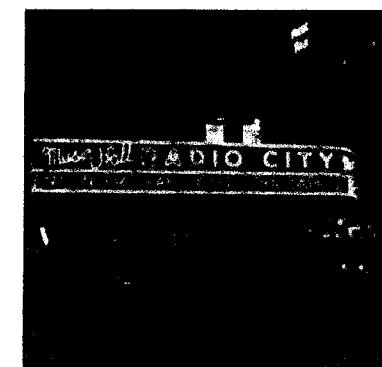
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Fabolous - Soul Tape, Vol. 2 Audio CD

More by Fabolous

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► Soul Tape, Vol. 2 songs Product Information

Category R&B Albums, Rap CDs, Heavy Metal

► Soul Tape, Vol. 2 album Product Description

Soul Tape, Vol. 2 album by Fabolous was released Mar 05, 2013 on the BE Music Group label. Soul Tape, Vol. 2 CD music contains a single disc with 12 songs.

► Fabolous - Soul Tape, Vol. 2 Album Track Listing

#	Rank	Song	Time	Price	Buy MP3
1		Transformation			
2		For the Love			
3		B.I.T.E.			
Additional Track Information Soul Tape, Vol. 2 album					
4		We Get High (St. Elmo's Fire)			
5		Diamonds See All 10 <small>Lyrics</small>	4:17	\$1.29	(Available)
6		Guess Whos Bizzack			
Additional Track Information Soul Tape, Vol. 2 CD music					
7		Louis Vuitton			
8		Life Is So Exciting			
9		Only Life I Know			
Additional Track Information Soul Tape, Vol. 2 music CDs					
10		Diced Pineapples			
11		Beauty			
12		Want You Back			
Additional Track Information Soul Tape, Vol. 2 songs					

► Soul Tape, Vol. 2 music CDs Customer Reviews

Have you heard this album?

► Soul Tape, Vol. 2 songs Product Details

CD Universe Part number 8891833**Label** BE Music Group**Orig Year** 2013**Catalog number** 1099267**Discs** 1**Release Date** Mar 05, 2013**Personnel** Trey Songz, Wale, Pusha T, J. Cole, Cassie, Joe Budden, Broadway, Tevana Taylor, Troy Ave

► Soul Tape, Vol. 2 album Other Ideas

Dokken
One Live Night CD (1995) ★★★★☆

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New mixtape from Fabolous the 2nd installment into his "Soul Tape" series. Features include J.Cole, Wale, Pusha T, Troy Ave, Trey Songz, Cassie, Broadway, Joe Budden, Broadway & Tayana Taylor. Happy Thanksgiving!



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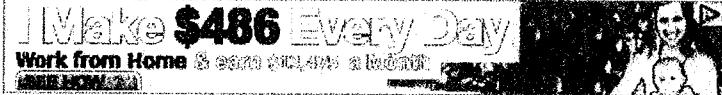
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Exhibit K

The Clyde Otis Music Group
P.O. Box 325 Englewood, NJ 07631
(845) 425-8198 Fax: (845) 425-3827

March 24, 2014

Def Jam Records
Universal Music Group
Attn: Ian Allen
Email: ian.allen@umusic.com

RE: "Try To Leave Me If You Can" as sampled in Fabolous "For the Love" from The Fabolous Soul Tape 2 (Def Jam, November 22, 2012)

Dear Ian:

It has come to our attention that Mr. Herman Kelley's 1974 *Composition* "Try To Leave Me If You Can" (by artist Bessie Banks) has been sampled in Fabolous' new song "For The Love." The Clyde Otis Music Group/Argon Records also controls the Master Recording.

Please see the links below to both the new song and the sampled song.

New Song: "For the Love" (John David Jackson p/k/a Fabolous, Nicholas Warwar)
Samples: "Try To Leave Me If You Can" (Bessie Banks, Frankie Green, Herman Kelley)
Sampled Master Recording: Stax Records/Argon Records
Artist: Fabolous
Release Date: November 2, 2012
Album: *The Fabolous Soul Tape 2*
Label: Def Jam
Track: #2
Timing: 2:57

New Song:
<http://www.youtube.com/watch?v=nfQSqsQp2GI>

Sampled Song:
<http://www.youtube.com/watch?v=AUGDLSDoujQ>

We are requesting a non-recoupable fee for the use of the Master Recording. We are happy to work out something appropriate for both parties.

Please review the request and respond as soon as possible.

Thank you for your assistance, and if you have any questions, please do not hesitate to contact me.

Best Regards,
Deborah Evans

For Isidro Otis
The Clyde Otis Music Group, Inc.
deborah.evans@tcomg.com
Tel: 917-517-0357



PSI
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Iza Music Corporation

(hereinafter called "Publisher") and Herman Kelly

jointly and/or severally hereinafter collectively called "Writer");

WITNESSETH:

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1. The Writer hereby sells, assigns, transfers and delivers to the Publisher any and all rights and interests whatsoever now or at any time or times hereafter known or in existence which he now possesses or which he may at any time or times hereafter acquire or possess in or to the following described musical compositions:

Title	Original Publisher	Date of Copyright Registration	Copyright Registration Number
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All compositions written by Herman Kelly alone or in collaboration with other writers that are subject to renewal copyright laws, now or in the future. Specifically, all songs under the control of The Clyde Otis Music Group, including, but not limited to, all songs listed on Schedule A.

SEE SCHEDULE A

(hereinafter referred to as "the composition"), including the title, words and music thereof and any and all adaptations, arrangements and versions thereof respecting which he is entitled to obtain renewal copyright, for and during the second or renewal period of the United States copyright or for the period of twenty-eight years from the date of expiration of the first original term of the United States copyright, whichever may be shorter, and subject to the terms of this contract.

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3. The Writer, individually and not jointly, warrants and represents that the following are the only co-writers and composers of said composition:

See writer agreements

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 (Insert amount of Payment and Advance here)

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 → (ii) \$ 1,000.00 as an advance against royalties, receipt of which is hereby acknowledged, which sum shall remain the property of the Writer and shall be deductible only from payments hereafter becoming due the Writer under this Contract.

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(n) On all regular piano copies, orchestrations, band or other arrangements, octavos, quartets, commercial sound recordings and other reproductions of the composition or parts thereof, in whatever form and however produced, Publisher shall include or cause to be included, in addition to the copyright notice, the name of the Writer, and Publisher shall include a similar requirement in every license or authorization issued by it with respect to the composition.

Power of Attorney

5. The Writer covenants and agrees to make, execute and deliver any and all further instruments, documents and writings that may be requested by the Publisher for the purpose of perfecting and confirming in the Publisher the rights and interests in the renewal(s) of the copyright(s) in the composition herein granted, and the Writer hereby nominates and appoints the Publisher his true and lawful attorney to make, execute and deliver any and all such instruments, documents and writings in the name of the Writer and to renew and extend the copyright in the composition and to make applications therefor in the name of the Writer, subject to the terms of this contract.

Exploitation

6. (a) The Publisher agrees that it shall (i) at all times maintain a stock of regular piano copies of the composition in the form customarily published by it, (ii) include and retain at all times the title of the composition in its catalog of compositions, and (iii) use every reasonable effort and means to exploit and promote the sale of the various uses of the composition. Unless the aggregate amount of any advances (as provided in paragraph 4 (a) (ii)) and the royalties paid to the Writer within two years from the date hereof, shall equal or exceed the sum of \$250.00, the Publisher shall pay to the Writer the difference between said aggregate amount and said sum of \$250.00.

(b) Should the Publisher fail to comply with the provisions of subdivision (a) hereof, the Writer shall be entitled to demand in writing the return of the composition at any time after the expiration of said two-year period, whereupon the Publisher must within one month after the receipt of such notice either comply with the provisions of subdivision (a) hereof, in which event this contract will remain in full force and effect, or upon its failure so to comply, this contract shall terminate and all rights of any and every nature in and to the composition and in and to any and all copyrights and renewal copyrights secured thereon in the United States and throughout the world (subject, however, to the terms of paragraph 7 hereof), shall re-vest in and become the property of the Writer and shall be reassigned to him by the Publisher; the Writer shall not be obligated to return or pay to the Publisher any outright payment, advance or indebtedness as a condition of such reassignment; the said reassignment shall be in accordance with and subject to the provisions of paragraph 8 hereof, and in addition, the Publisher shall pay to the Writer all gross sums which it has theretofore or may thereafter receive in respect of the composition.

Failure to Exploit

PG 3
Foreign Percentage

No Foreign Allocations

Termination or Expiration of Contract

Negotiations for New or Unspecified Uses

Royalty Statements and Payments

Examination of Books

(d) The percentage of the Writer on monies received from foreign sources shall be computed on the Publisher's net receipts, provided, however, that no deductions shall be made for offsets of monies due from the Publisher to said foreign sources; or for advances made by such foreign sources to the Publisher, unless the Writer shall have received at least 50% of said advances.

(e) In computing the receipts of the Publisher from licenses granted in respect of synchronization with sound motion pictures, or in respect of any world-wide licenses, or in respect of licenses granted by the Publisher for use of the composition in countries other than the United States, no amount shall be deducted for payments or allocations to publishers or licensees in such countries.

8. Upon the termination or expiration of this contract, all rights of any and every nature in and to the composition and in and to any and all copyrights secured thereon in the United States and throughout the world, shall re-vest in and become the property of the Writer, and shall be re-assigned to the Writer by the Publisher free of any and all encumbrances of any nature whatsoever, provided that:

- (a) If the Publisher, prior to such termination or expiration, shall have granted a domestic license for the use of the composition, not inconsistent with the terms and provisions of this contract, the re-assignment may be subject to the terms of such license.
- (b) Publisher shall assign to the Writer all rights which it may have under any such agreement or license referred to in subdivision (a) in respect of the composition, including, but not limited to, the right to receive all royalties or other monies earned by the composition thereunder after the date of termination or expiration of this contract. Should the Publisher thereafter receive or be credited with any royalties or other monies so earned, it shall pay the same to the Writer.
- (c) The Writer shall not be obligated to return or pay to the Publisher any advance or indebtedness as a condition of the re-assignment provided for in this Paragraph 8, and shall be entitled to receive the plates and copies of the composition in the possession of the Publisher.
- (d) Publisher shall pay any and all royalties which may have accrued to the Writer prior to such termination or expiration.
- (e) The Publisher shall execute any and all documents and do any and all acts or things necessary to effect any and all re-assignments to the Writer herein provided for.

9. If the Publisher desires to exercise a right in and to the composition now known or which may hereafter become known, but for which no specific provision has been made herein, the Publisher shall give written notice to the Writer thereof. Negotiations respecting all the terms and conditions of any such disposition shall thereupon be entered into between the Publisher and the Writer and no such right shall be exercised until specific agreement has been made.

10. The Publisher shall render to the Writer, hereafter, royalty statements accompanied by remittance of the amount due at the times such statements and remittances are customarily rendered by the Publisher, provided, however, that such statements and remittances shall be rendered either semi-annually or quarterly and not more than forty-five days after the end of each such semi-annual or quarterly period, as the case may be. The Writer may at any time, or from time to time, make written request for a detailed royalty statement, and the Publisher shall, within sixty days, comply therewith. Such royalty statements shall set forth in detail the various items, foreign and domestic, for which royalties are payable thereunder and the amounts thereof, including, but not limited to, the number of copies sold and the number of uses made in each royalty category. If a use is made in a publication of the character provided in Paragraph 4, subdivision (e) hereof, there shall be included in said royalty statement the title of said publication, the publisher or issuer thereof, the date of and number of uses, the gross license fee received in connection with each publication, the share thereto of all the writers under contract with the Publisher, and the Writer's share thereof. There shall likewise be included in said statement a description of every other use of the composition, and if by a licensee or licensees their name or names, and if said use is upon a part of an instrument serving to reproduce the composition mechanically, the type of mechanical reproduction, the title of the label thereon, the name or names of the artists performing the same, together with the gross license fees received, and the Writer's share thereof.

11. (a) The Publisher shall from time to time, upon written demand of the Writer or his representative, permit the Writer or his representative to inspect at the place of business of the Publisher, all books, records and documents relating to the composition and all licenses granted, uses had and payments made therefor, such right of inspection to include, but not by way of limitation, the right to examine all original accountings and records relating to uses and payments by manufacturers of commercial sound recordings and music rolls; and the Writer or his representative may appoint an accountant who shall at any time during usual business hours have access to all records of the Publisher relating to the composition for the purpose of verifying royalty statements rendered or which are delinquent under the terms hereof.

(b) The Publisher shall, upon written demand of the Writer or his representative, cause any licensing agent in the United States and Canada to furnish to the Writer or his representative, statements showing in detail all licenses granted, uses had and payments made in connection with the composition, which licenses or permits were granted, or payments were received, by or through said licensing agent, and to permit the Writer or his representative to inspect at the place of business of such licensing agent, all books, records and documents of such licensing agent, relating thereto. Any and all agreements made by the Publisher with any licensing agent shall provide that any such licensing agent will comply with the terms and provisions hereof. In the event that the Publisher shall instruct such licensing agent to furnish to the Writer or his representative statements as provided for herein, and to permit the inspection of the books, records and documents as herein provided, then if such licensing agent should refuse to comply with the said instructions, or any of them, the Publisher agrees to institute and prosecute diligently and in good faith such action or proceedings as may be necessary to compel compliance with the said instructions.

(c) With respect to foreign licensing agents, the Publisher shall make available the books or records of said licensing agents, in countries outside of the United States and Canada to the extent such books or records are available to the Publisher, except that the Publisher may in lieu thereof make available any accountants' reports and audits which the Publisher is able to obtain.

(d) If as a result of any examination of books, records or documents pursuant to Paragraphs 11(a), 11(b) or 11(c) hereof, it is determined that, with respect to any royalty statement rendered by or on behalf of the Publisher to the Writer, the Writer is owed a sum equal to or greater than five percent of the sum shown on that royalty statement as being due to the Writer, then the Publisher shall pay to the Writer the entire cost of such examination, not to exceed 50% of the amount shown to be due the Writer.

(e) (i) In the event the Publisher administers its own licenses for the manufacture of parts of instruments serving to mechanically reproduce the composition rather than employing a licensing agent for that purpose, the Publisher shall include in each license agreement a provision permitting the Publisher, the Writer or their respective representatives to inspect, at the place of business of such licensee, all books, records and documents of such licensee relating to such license. Within 30 days after written demand by the Writer, the Publisher shall commence to inspect such licensee's books, records and documents and shall furnish a written report of such inspection to the Writer within 90 days following such demand. If the Publisher fails, after written demand by the Writer, to so inspect the licensee's books, records and documents, or fails to furnish such report, the Writer or his representative may inspect such licensee's books, records and documents at his own expense.

(ii) In the further event that the Publisher and the licensee referred to in subdivision (i) above are subsidiaries or affiliates of the same entity or one is a subsidiary or affiliate of the other, then, unless the Publisher employs a licensing agent to administer the licenses referred to in subdivision (i) above, the Writer shall have the right to make the inspection referred to in subdivision (i) above without the necessity of making written demand on the Publisher as provided in subdivision (i) above.

(iii) If as a result of any inspection by the Writer pursuant to subdivisions (i) and (ii) of this subparagraph (e) the

Infringement Claims

settlement, then such settlement shall not be made if the party objecting assumes the prosecution of the action and all expenses thereof, except that any sums thereafter recovered shall be divided equally between the Publisher and the Writer after the deduction of the reasonable expenses thereof.

16. (a) If a claim is presented against the Publisher alleging that the composition is an infringement upon some other work or a violation of any other right of another, and because thereof the Publisher is jeopardized, it shall forthwith serve a written notice upon the Writer setting forth the full details of such claim. The pendency of said claim shall not relieve the Publisher of the obligation to make payment of the royalties to the Writer hereunder, unless the Publisher shall deposit said royalties as and when they would otherwise be payable, in an account in the joint names of the Publisher and the Writer in a bank or trust company in New York, New York, if the Writer on the date of execution of this contract resides East of the Mississippi River, or in Los Angeles, California, if the Writer on the date of execution of this contract resides West of the Mississippi River. If no suit be filed within nine months after said written notice from the Publisher to the Writer, all monies deposited in said joint account shall be paid over to the Writer plus any interest which may have been earned thereon.
- (b) Should an action be instituted against the Publisher claiming that the composition is an infringement upon some other work or a violation of any other right of another, the Publisher shall forthwith serve written notice upon the Writer containing the full details of such claim. Notwithstanding the commencement of such action, the Publisher shall continue to pay the royalties hereunder to the Writer unless it shall, from and after the date of the service of the summons, deposit said royalties as and when they would otherwise be payable, in an account in the joint names of the Publisher and the Writer in a bank or trust company in New York, New York, if the Writer on the date of execution of this contract resides East of the Mississippi River, or in Los Angeles, California, if the Writer on the date of execution of this contract resides West of the Mississippi River. If the said suit shall be finally adjudicated in favor of the Publisher or shall be settled, there shall be released and paid to the Writer all of such sums held in escrow less any amount paid out of the Writer's share with the Writer's written consent in settlement of said action. Should the said suit finally result adversely to the Publisher, the said amount on deposit shall be released to the Publisher to the extent of any expense or damage it incurs and the balance shall be paid over to the Writer.
- (c) In any of the foregoing events, however, the Writer shall be entitled to payment of said royalties or the money so deposited at and after such time as he files with the Publisher a surety company bond, or a bond in other form acceptable to the Publisher, in the sum of such payments to secure the return thereof to the extent that the Publisher may be entitled to such return. The foregoing payments or deposits or the filing of a bond shall be without prejudice to the rights of the Publisher or Writer in the premises.

Arbitration

17. Any and all differences, disputes or controversies arising out of or in connection with this contract shall be submitted to arbitration before a sole arbitrator under the then prevailing rules of the American Arbitration Association. The location of the arbitration shall be New York, New York, if the Writer on the date of execution of this contract resides East of the Mississippi River, or Los Angeles, California, if the Writer on the date of execution of this contract resides West of the Mississippi River. The parties hereby individually and jointly agree to abide by and perform any award rendered in such arbitration. Judgment upon any such award rendered may be entered in any court having jurisdiction thereof.

Assignment

18. Except to the extent herein otherwise expressly provided, the Publisher shall not sell, transfer, assign, convey, encumber or otherwise dispose of the composition or the copyright or copyrights secured thereon without the prior written consent of the Writer. The Writer has been induced to enter into this contract in reliance upon the value to him of the personal service and ability of the Publisher in the exploitation of the composition, and by reason thereof it is the intention of the parties and the essence of the relationship between them that the rights herein granted to the Publisher shall remain with the Publisher and that the same shall not pass to any other person, including, without limitations, successors to or receivers or trustees of the property of the Publisher, either by act or deed of the Publisher by operation of law, and in the event of the voluntary or involuntary bankruptcy of the Publisher, this contract shall terminate, provided, however, that the composition may be included by the Publisher in a bona fide voluntary sale of its music business or its entire catalog of musical compositions, or in a merger or consolidation of the Publisher with another corporation, in which event the Publisher shall immediately give written notice thereof to the Writer; and provided further that the composition and the copyright therein may be assigned by the Publisher to a subsidiary or affiliated company generally engaged in the music publishing business. If the Publisher is an individual, the composition may pass to a legatee or distributee as part of the inheritance of the Publisher's music business and entire catalog of musical compositions. Any such transfer or assignment shall, however, be conditioned upon the execution and delivery by the transferee or assignee to the Writer of an agreement to be bound by and to perform all of the terms and conditions of this contract to be performed on the part of the Publisher.

Subsidiary Defined

19. A subsidiary, affiliate, or any person, firm or corporation controlled by the Publisher or by such subsidiary or affiliate, as used in this contract, shall be deemed to include any person, firm or corporation, under common control with, or the majority of whose stock or capital contribution is owned or controlled by the Publisher or by any of its officers, directors, partners or associates, or whose policies and actions are subject to domination or control by the Publisher or any of its officers, directors, partners or associates.

Amounts

20. The amounts and percentages specified in this contract shall be deemed to be the amounts and percentages agreed upon by the parties hereto, unless other amounts or percentages are inserted in the blank spaces provided therefor.

Modifications

21. This contract is binding upon and shall enure to the benefit of the parties hereto and their respective successors in interest (as hereinbefore limited). If the Writer (or one or more of them) shall not be living, any notices may be given to, or consents given by, his or their successors in interest. No change or modification of this contract shall be effective unless reduced to writing and signed by the parties hereto.

The words in this contract shall be so construed that the singular shall include the plural and the plural shall include the singular where the context so requires and the masculine shall include the feminine and the feminine shall include the masculine where the context so requires.

Paragraph Headings

22. The paragraph headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this contract nor in any way affect this contract.

Special Provisions

23. Paragraph 4(k) shall be omitted. Publisher agrees to annually inform writer of all licenses issued during the year.

Writers Respective Shares

24. Whenever the term "Writer" is used herein (except as provided in Paragraph 3 hereof), it shall be deemed to mean all of the persons executing this agreement below, (the same being the authors and composers of said compositions or their respective lawful successors), and any and all royalties herein provided to be paid to the Writer shall be paid jointly to the following persons executing this agreement if there be more than one, and shall be divided among them as follows:

Name and Soc. Sec. #

Address

14. All written demands and notices provided for herein shall be sent by certified mail, return receipt requested.
15. Any legal action brought by the Publisher against any alleged infringer of the composition shall be initiated and prosecute within ten days after written notice of termination or expiration of this contract.
16. Any other party after termination or expiration of this contract may be utilized by Publisher or Writer's attorney to collect any and all sums due and payable to Writer under this contract.

17. No derivative work prepared under authority of Publisher during the term of this contract may be utilized by Publisher or Writer's attorney to collect any and all sums due and payable to Writer under this contract.
18. Within ten days after termination or expiration of this contract, Writer shall be entitled to receive a copy of the composition and any other documents or records retained by Publisher or Writer.

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Schedule A

Song Title

Writers

A Change	EU 10788 1-16-67	
A Hell Of A Child	12-7-70 EU 2-2-1970	Herman Kelly, Clyde Otis & Belford Hendricks
Ain't No Easy Way		Herman Kelly & Clyde Otis
Baby You Sure Know How		Herman Kelly & Bessie Banks
Big Daddy		Herman Kelly & Clyde Otis
Brown Sugar		Clyde Otis & Herman Kelly
Can't Nobody In This		Herman Kelly & Clyde Otis
Did I Cry		Herman Kelly & Dorian Burton
Doctor Love's Treatment		Herman Kelly & Bessie Banks
Don't Let Hurt Get The		Herman Kelly
Don't Take It Out On Me		Herman Kelly & Bessie Banks
Don't You Worry Baby		Clyde Otis & Herman Kelly
Everytime He Thinks Of Mary		Herman Kelly & Dorian Burton
Farewell Party For Henry		Ron Alston, Herman Kelly & Dorian Burton
Fresh As A Daisy		Herman Kelly & Clyde Otis
Funny How		Herman Kelly & Clyde Otis
Get Up Off Of Your Butt		Herman Kelly & Bessie Banks
Gettin' By Just Ain't Enough		Herman Kelly & James Phillips
Glow Love		Clyde Otis & Herman Kelly
Half Will Just Have To Do		Herman Kelly & Ron Alston
He Left The Scene Of A Big		Dorian Burton & Herman Kelly
Heaven Is Where You Find It		Herman Kelly, Clyde Otis & Bessie Banks
Hit Man		Herman Kelly & Bessie Banks
How Can I Make A Getaway		Herman Kelly & Bessie Banks
I Can't Climb Out		Dorian Burton & Herman Kelly
I Can't Put Up (With The		Herman Kelly & Clyde Otis
I Can't Stop Lovin' You Either		Herman Kelly & Clyde Otis
I Cry Like A Baby		Herman Kelly
I Don't Want Nobody		Herman Kelly & Clyde Otis
If You Do It Me		Herman Kelly & Bessie Banks
I'm Crazy 'Bout You Baby		Herman Kelly & Dorian Burton
I'm Gonna Put My Heart In		Herman Kelly & Clyde Otis
I'm So Much Better Off		Clyde Otis & Herman Kelly
Just Like That		Herman Kelly, Belford Hendricks & Clyde Otis
Let Me In Your World		Herman Kelly & Clyde Otis
Let's Get Together		Herman Kelly & Bessie Banks
My Baby Can Get Just As Funky		Herman Kelly & Clyde Otis
Now You Wanna Make A Comeback		Herman Kelly & Bessie Banks
Oh Wouldn't That Be Something		Herman Kelly & Clyde Otis
Paper Love-Cardboard Heart		Clyde Otis & Herman Kelly
Playin' Games		Herman Kelly & Dorian Burton
Pop That Thang		Herman Kelly & Clyde Otis
Soul Sister		Herman Kelly & Clyde Otis
Sunshine		Clyde Otis & Herman Kelly
Sweet Lovely Thing		Clyde Otis, Herman Kelly & Dorian Burton
That's What It's All About		Herman Kelly & Clyde Otis
The Last Exit		Herman Kelly & Clyde Otis
The Loneliest Heartbreakinest		Dorian Burton, Herman Kelly & Clyde Otis
The Winds Of Change	12-7-70	Clyde Otis & Herman Kelly
The World's Greatest Lover		Herman Kelly, Clyde Otis & David Parker
Thru A Crack In The Blind		Herman Kelly & Bessie Banks
Treat Me Like You Treat		Herman Kelly & Clyde Otis
Try To Leave Me If You Can		Charles Green, Herman Kelly & Bessie Banks
Two Halves		Herman Kelly & Clyde Otis
We Need What We Need		Herman Kelly & Clyde Otis
What It Is		Herman Kelly
Whats In It For Me?		Clyde Otis, Dorian Burton & Herman Kelly
You Don't Have To Worry		Dorian Burton & Herman Kelly
You Were Puttin' On A Front		Herman Kelly & Bessie Banks
You'd Better Get It		Clyde Otis & Herman Kelly
Your Love Is Smokin'		Herman Kelly
Your Man Is About To Be My Man		Herman Kelly & P.J. Craig

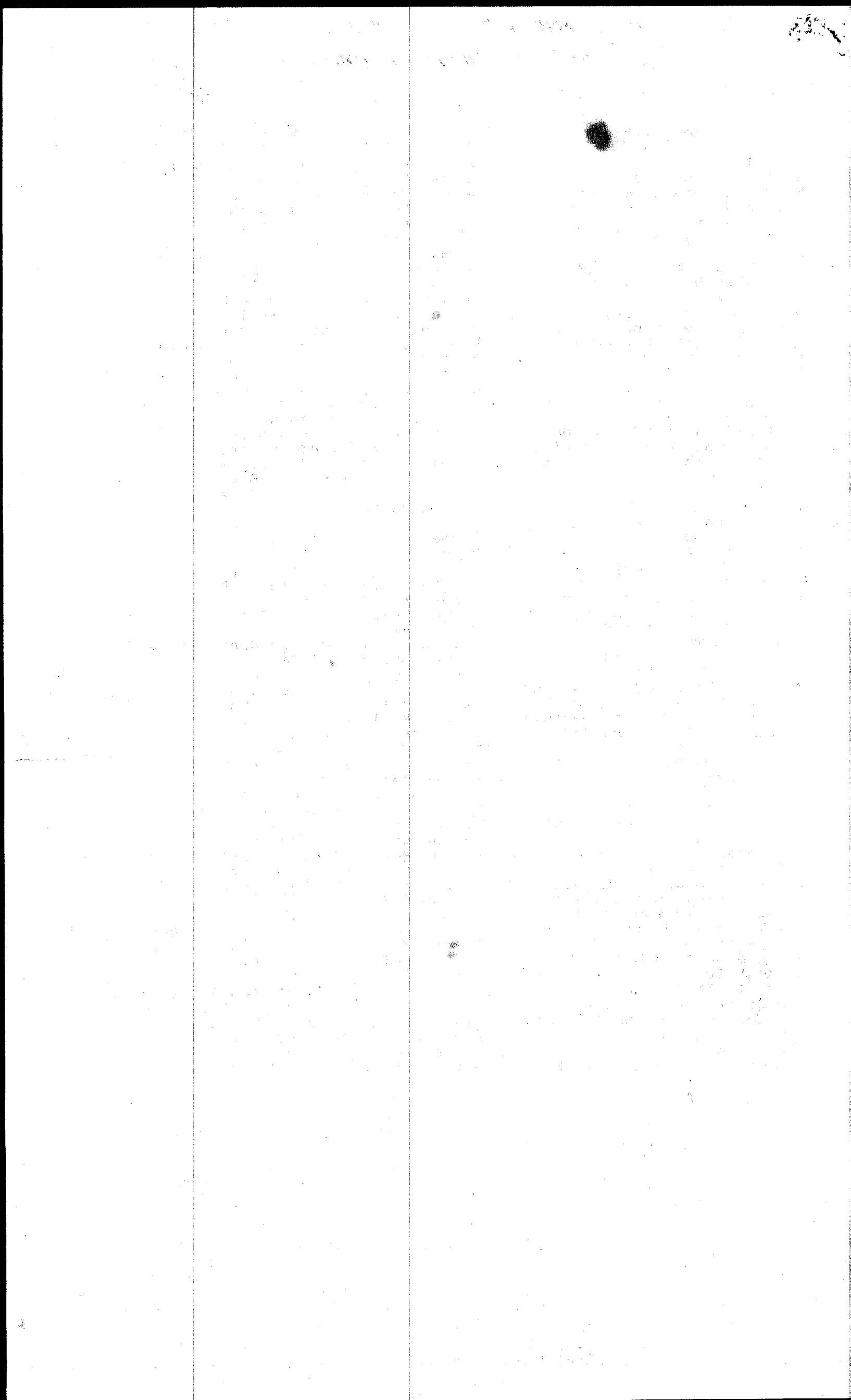


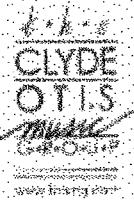
Exhibit M.

From: Isidro Otis dro@tcomg.com
Subject: "Try To Leave Me If You Can"
Date: August 23, 2014 at 12:00 PM
To: daydreamsongs@me.com

Dear Herman,

Attached is the letter you requested.
Let me know if you need anything else.

Best,
Isidro



August 23, 2014

Herman Kelley
Po Box 1175
Piscataway, NJ 08855

Re: "Try to Leave Me If You Can" sampled in "For the Love" by Fabulous

Dear Herman,

After careful consideration, The Clyde Otis Music Group dba Iza Music Corp. has decided to not pursue copyright infringement claims against the artist Fabulous, who sampled our composition and included it for release on his mixtape compilation.

We have no objection to you and Bessie Banks (the writers) pursuing this matter independently. If we can be of any help in this matter, please do not hesitate to let us know.

Regards,


Isidro Otis
President
TCOMG